

# GoFundMe Terms of Service

Questions about our terms? [Contact Us](#)

**Date of Last Revision: December 31, 2021**

Subject to these Terms of Service, as amended from time to time ("Terms of Service"), GoFundMe Inc. provides the GoFundMe platform to you through its website at [www.gofundme.com](http://www.gofundme.com) and attendant mobile applications (collectively, with any new features and applications, the "Platform") and the GoFundMe Community and related services (collectively, with the Platform, including any new features and applications, the "GoFundMe Services"). If you are an Organizer (as defined below), Beneficiary (as defined below) to a Fundraiser (as defined below), comment contributor, or Donor (as defined below) (collectively referred to herein as a "User") located in the United States, you are contracting with GoFundMe Inc., 855 Jefferson Avenue, PO Box 1329, Redwood City, CA, 94063. If you are a User located outside of the United States but not in either Australia or New Zealand, you are contracting with GoFundMe Ireland, Ltd., 70 Sir John Rogerson Quay, Dublin 2, Ireland. If you are a User located in Australia, you are contracting with GoFundMe Australia PTY Ltd., Tower One – International Towers Sydney, Level 46, 100 Barangaroo Avenue, 2000, Sydney, NSW. If you are a User located in New Zealand, you are contracting with GoFundMe New Zealand Limited, c/o Quigg Partners, Level 7, 36 Brandon Street, Wellington 6011. Unless specifically indicated otherwise, for purposes of the following Terms of Service, "GoFundMe," "we," "us," "our," and other similar terms, shall refer to the party with whom you are contracting.

ARBITRATION, JURY TRIAL, AND CLASS ACTION WAIVER: EXCEPT AS OTHERWISE DESCRIBED IN THE DISPUTES SECTION BELOW, BY USING THE GOFUNDME SERVICES, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. PLEASE REVIEW THE DISPUTES SECTION CAREFULLY; BY ENTERING THIS

AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time and without notice. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision.

Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Service. To the extent allowed by law, the English version of these Terms of Service is binding and other translations are for convenience only. If you do not wish to accept the new Terms of Service, you may discontinue your use of the Services.

In addition, when using the Services, and unless you are in the European Economic Area, the United Kingdom, and Switzerland ("Europe"), you will be subject to additional applicable policies including without limitation, the [Privacy Policy](#). All such terms are hereby incorporated by reference into these Terms of Service (provided, however, these Terms of Service will take precedence in the event of conflict). We shall resolve any such conflicts in our sole discretion, and all of our determinations are final.

## **ACCESS AND USE OF THE SERVICES**

**GoFundMe Services Description:** The GoFundMe Services are offered as a platform to allow an individual, entity or non-profit organization (the "Organizer") to post a fundraiser ("Fundraiser") to the Platform to accept monetary donations ("Donations") from donors ("Donors") on behalf of the beneficiary of the Fundraiser ("Beneficiary"). Neither the Organizer nor the Fundraiser will provide goods or services in exchange for Donations.

**Payment Processor:** GoFundMe is not a payment processor and does not hold any funds. Instead, GoFundMe uses third-party payment processing partners to process Donations for a Fundraiser ("Payment Processor"). You acknowledge and agree that the use of Payment Processors are integral to the Services and that we exchange information with Payment Processors in order to facilitate the provision of Services.

**Transaction Fees:** Although there are no fees to Organizers to set up a Fundraiser, please keep in mind that transaction fees, including credit and debit charges, are deducted from each donation (hereinafter and on the website referred to as "Transaction Fees"). To learn more about the Platform and the applicable Transaction Fees, visit [GoFundMe Pricing for personal fundraisers](#), and [GoFundMe Pricing for Charity Fundraisers](#).

**The Services are Platforms; We are not a Broker, Financial Institution, Creditor or Charity:** The Services are administrative platforms only. GoFundMe facilitates the Fundraiser of the Organizers and permits Donors to make donations to these Fundraisers. GoFundMe is not a broker, agent, financial institution, creditor or 501(c)(3) nonprofit corporation.

All information and content provided by GoFundMe relating to the Services is for informational purposes only, and GoFundMe does not guarantee the accuracy, completeness, timeliness or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Fundraisers, Charities (defined hereinafter), Donations, Donors, or any information or content relating to the Services, you should consult your financial, legal, tax or other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk.

GoFundMe has no control over the conduct of, or any information provided by, a User and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that a Fundraiser will obtain a certain amount of Donations or any Donations at all. We do not endorse any Fundraiser, User, or cause and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Fundraiser. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any User or Fundraiser.

**No Solicitation:** The Platform is offered to help Organizers raise money. GoFundMe merely provides the technology to allow Fundraisers to connect with Donors. The existence of the Services is not a solicitation of donations by GoFundMe, and GoFundMe does not engage in any solicitation activities, or consult on the solicitation of contributions from the public, on behalf of any individual, entity, or organization. By using the Services, you understand and agree that GoFundMe shall not be responsible for the use of your Donations or the amount of funds raised for the User or Fundraiser.

**Donors:** All Donations are at your own risk. When you make a Donation through the Platform, it is your responsibility to understand how your money will be used. GoFundMe is not responsible for any offers, promises, rewards or Promotions (defined below) made or offered by Users or Fundraisers; such conduct violates these Terms of Service. We do not and cannot verify the information that Users or Fundraisers supply, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a User or Fundraiser or in accordance with applicable laws. Notwithstanding the foregoing, we take possible fraudulent activity and the misuse of funds raised very seriously. You can learn more about our [Fraud Policy](#). If you have reason to believe that a User or Fundraiser is not raising or using the funds for their stated purpose, please use the "Report" button on the Fundraiser to alert our team of this potential issue and we will investigate. If you are a Donor, you may also be covered by the [GoFundMe Guarantee](#).

- A. Donors are not permitted to impose restrictions on the use of Donations by a non-profit organization, established as such under the applicable laws of incorporation ("Charity"). To the extent that a Donation is made in response to an appeal for a particular program of a Charity, or to the extent that a Donor purports to direct the use of Donations by a Charity, any such directions shall constitute non-binding recommendations only and the Charity shall have full discretion to determine how all Donations will be used.
- B. GoFundMe makes no representation as to whether all or any portion of your Donations, including, if any, Transaction Fees, are tax deductible or eligible for tax credits. GoFundMe will have no liability for any claim by any federal, state,

provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any Donation by you, any User or any Charity. You should consult your tax advisor as to the amount of your Donation that is tax deductible or eligible for tax recognition, having regard to (among other things) the tax status of the recipient of any Donation in any relevant jurisdiction.

- C. Unless the Donor opts-out of such disclosure, Donor acknowledges and agrees that, in accordance with the Privacy Policy, certain of Donor's personal information will be shared with the Charity to which such Donor makes a Donation (including without limitation as part of a Donor List, as set forth below) and may be used by such Charity to issue official Donation receipts (or equivalent document) and in accordance with the Charity's privacy policy. GoFundMe is not responsible, and shall not be liable, for any Charity's use of any Donor information.

Certain states require written disclosures for Charities soliciting contributions. For Donors making Donations to Charities, please see the [state non-profit disclosures](#) for those Charities.

**Organizer:** You, as an Organizer, represent, warrant, and covenant that: (i) all information you provide in connection with a Fundraiser or Beneficiary is accurate, complete, and not likely to deceive reasonable Users; (ii) all Donations contributed to your Fundraiser will be used solely as described in the materials that you post or otherwise provide; (iii) if you withdraw donations believed by reasonable Donors to be raised on behalf of someone other than you (i.e., the Beneficiary), all Donations will be given to and/or spent on behalf of the Beneficiary; (iv) if you add a Beneficiary through the Services, you relinquish control of the Donations, including the ability to issue refunds; (v) you will not infringe the rights of others; (vi) you will comply with all relevant and applicable law and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting, political contributions, and asset disclosures for your Fundraiser; (vii) to the extent you share with us any personal data of any third party for any purpose, including the names, email addresses and phone

numbers of your personal contacts, you have the authority (including any necessary consents), as required under applicable law, to provide us with such personal data and allow us to use such personal data for the purposes for which you shared it with us; and (viii) you will not provide or offer to provide goods or services in exchange for Donations. You authorize GoFundMe, and GoFundMe reserves the right, to provide information relating to your Fundraiser to Donors, Beneficiaries of your Fundraiser or law enforcement, and to assist in any investigation thereof.

If you use the Services as an agent of a Charity to raise funds for such Charity, you represent and warrant that: (a) you are a representative of the Charity, which representative is authorized to raise funds for the Charity and bind the Charity to these Terms of Service; (b) you are raising funds for a Charity, with a cause or activity that is legal under all applicable federal, state, provincial, territorial and local laws and regulations; (c) all donated funds will be used solely for the purpose you have stated on and in connection with your Fundraiser, and under no circumstances may you use the funds for any other purpose; (d) your Charity has and will maintain tax-exempt status under applicable law (for example, the Internal Revenue Code in the United States or the Income Tax Act in Canada); and (e) if your Charity is in the United States, your Charity is registered with GuideStar or the IRS tax exempt organization database, or, in Canada, is listed in the Canada Revenue Agency's database of registered charities.

**Your Registration Obligations:** You may be required to register with GoFundMe in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself or your Charity as prompted by the Services' registration form. Organizers must register using their true identities (or the identities of the Charities' authorized representatives), including their name, address and any image or video purporting to depict the Organizer or the Beneficiary of such Fundraiser. You agree to keep registration information current and up to date.

Registration data and certain other information about you are governed by these Terms of Service, including our Privacy Policy. If you are under 13 years of age (16 in Europe),

you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (typically 18 or 19 years of age), you may use the Services, with or without registering, only with the approval of your parent or guardian. Certain aspects of our Services may also require you to register with, and agree to the terms of, third-party service providers (e.g., Payment Processors), with whom GoFundMe has entered into contracts, in order to be able to benefit from their services. If GoFundMe or one of our Payments Processors at any time discovers that the information you provided about you or the purpose of your Fundraiser is incorrect or violates any of these Terms of Service or their terms of service, your access to the Services may be suspended and/or terminated with immediate effect and fines may be applied by relevant authorities, which will in all such cases be payable by you. You acknowledge and agree that the use of Payment Processors are integral to the Services and that we exchange information with such third parties in order to facilitate the provision of Services as set out in our Privacy Policy.

**Charities:** The GoFundMe Services include the features and services described here. All Donations are subject to a Transaction Fee for each Donation.

A. *Chargebacks and Refunds.* Occasionally, a Donor may dispute a credit card charge for a Donation through the Services.

1. If Donations are refunded to the Donor by PayPal, or if PayPal Giving Fund already remitted payment to the Charity, the chargebacks or refunds will be deducted from future payments to the Charity, and if necessary, an invoice will be issued to the applicable Charity. The applicable Charity expressly agrees that: (a) it will be responsible for paying PayPal or PayPal Giving Fund the full amount of any Donation refund due to a Donor; and (b) PayPal or PayPal Giving Fund, as applicable may elect to offset a future Donation rather than requesting that the Charity return the refunded Donation.
2. If Donations were made through Adyen or Stripe, the Charity has control over the Donations and Charity, rather than GoFundMe or Adyen or

Stripe, is responsible for issuing refunds and handling chargebacks directly with Donors.

- B. *Removal of a Charity from our Database.* If you are the authorized representative of a Charity, and you do not wish for your Charity to appear in GoFundMe's searchable database, you may contact us [here](#) to request that your Charity be removed from our database. Your email should include your full name, title, and an email address and phone number associated with your Charity. Please note that if your Charity is removed from the GoFundMe's database, it will not be eligible to receive contributions through the Platform.
- C. *Receiving Funds.* As a Charity, receipt of Donations, minus any applicable Transaction Fees, is based upon and subject to the applicable Payment Processor's procedures and terms. Available Payment Processors are described under "Payment Processors for Charities" below. **GoFundMe is not a payment processor and does not hold funds.**
- D. *Taxes.* GoFundMe does not withhold funds for tax purposes or otherwise. Charities will be solely responsible for taxes based on applicable international, federal, state, local or any other taxes or levies, or for any applicable taxes based on their net income or gross receipts (if any).
- E. *Donor Lists and Other Data.* A Charity may access information about an Organizer of a Fundraiser for the Charity, Donor Lists (defined below) and Donor Data (defined below) for compliance and transactional purposes. Please contact us [here](#) with any questions. "Donor Data" means a Donor's name, address, email address, Donation amount, date of transaction, transaction identification number, and name of the project. THE LIST OF DONORS WHO CONTRIBUTE TO A CHARITY'S FUNDRAISER THROUGH THE SERVICES ("DONOR LISTS") IS PROVIDED "AS IS," AND GOFUNDME MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES ABOUT THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY DONOR LIST OR ANY INFORMATION CONTAINED THEREIN. Unless a Donor checks the "Anonymous" checkbox at the time of Donation or seeks to be anonymous through other means provided herein, by using the Services, the Donor consents



to the disclosure of Donor's Donor Data as described herein, including without limitation, disclosure as part of a Donor List.

**Taxes:** It is your responsibility to determine what, if any, taxes apply to the Donations you receive through your use of the Services. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify GoFundMe of any unauthorized use of your password or account or any other breach of security, and (b) sign out from your account at the end of each session when accessing the Services. GoFundMe will not be liable for any loss or damage arising from your failure to comply with this Section.

**reCAPTCHA:** The Platform uses the reCAPTCHA product to provide an added level of security. reCAPTCHA is subject to the Google [Privacy Policy](#) and [Terms of Service](#).

**GoogleMaps:** The Platform uses the Google Maps feature and content, which is subject to the then-current versions of the (a) Google Maps/Google Earth Additional Terms of Service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html); and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

**Modifications to the Services:** GoFundMe reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom.

**Content Manifestly Made Public by the User.**

- A. *Public Content; Public Display of Information and Donations.* Some of your activity on and through the Services is public, such as content you post publicly on the Platform (including descriptions, texts, music, sound, information, data, software, graphics, comments, photos, videos, images, trademarks, logos,

brands or other materials you upload or post through the Services or share with other Users or recipients) ("User Content"). Additionally, User profile information, including your first and last name, public email address, organization, personal biography, and other information you enter in connection with your User profile may be displayed to other Users to facilitate User interaction within the Services. For example, as an Organizer, you might post your personal data - such as information about a recent hospital stay - which data might be considered sensitive data. In addition, as a Donor, you have the option to publicly display your Donation for all to see, including on search engines (like Google and Yahoo). To keep the details of your Donation private from the general public, click the "Private" checkbox during the Donation process. Please remember that if you choose to provide information using certain public features of the Services, then that information is governed by the privacy settings of those particular features and may be publicly available. Individuals reading such information may use or disclose it to other individuals or entities without our knowledge and without your knowledge, and search engines may index that information. We therefore urge you to think carefully about including any specific information you may deem private in content that you create or information that you submit through the Services. Please see our [Privacy Policy](#) for information on the ways that we may collect, use, and store certain information about you and your use of the Services.

- B. *Other Information.* Please be advised that User Content and other information, solicited or unsolicited, that you provide to GoFundMe may be publicly accessible, such as information you post in forums, comment sections or in response to surveys we may send out. We also collect information through customer support communications, your communications to us of ideas for new products or modifications to existing products, and other unsolicited submissions, or any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, with publicly-accessible information, "Other Information"). By sending us Other Information, (a) you agree that we are under no obligation of confidentiality, expressed or implied, with respect to the Other

Information; (b) you acknowledge that we may have something similar to the Other Information already under consideration or in development; (c) you agree that GoFundMe will be entitled to the unrestricted use and dissemination of the Other Information for any purpose, commercial or otherwise, without acknowledgment or compensation to you; (d) you represent and warrant that you have all rights necessary to submit the Other Information; (e) to the extent necessary, you hereby grant to GoFundMe a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully transferable and sublicensable right (through multiple tiers) and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Other Information, and to sublicense the foregoing rights; and (f) you irrevocably waive, and cause to be waived, against GoFundMe and its Users any claims and assertions of any moral rights contained in such Other Information. This Other Information section shall survive any termination of your account or the Services.

You acknowledge and agree that GoFundMe may preserve Other Information, as well as User Content, and may also disclose your Other Information or User Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of GoFundMe, its Users or the public.

**Third-Party Communications:** If you use any feature of the Services that allows you to communicate with third parties (such as to refer a third party to the Services or to communicate with them regarding a Fundraiser or a donation), either by submitting data about the third party ("Third-Party Data") to the Services or otherwise permitting the Services to automatically access Third-Party Data in your possession, you acknowledge and agree that you have the authority of the relevant third party for us to access and use the relevant Third-Party Data and that you have notified these third parties and

informed them how their information is collected and used by GoFundMe to provide the Services. We reserve the right to identify you as the person who has made the referral in any messages that are sent to them. We use Third-Party Data to (a) contact such third party using the Third-Party Data provided, and/or (b) provide you with an editable template message designed to facilitate communications between you and such third party through the Services. In addition to sending the foregoing communications, we may also send reminders or related messages to you and to third parties on your behalf from time to time where permitted by applicable law. In each case, any such communication sent to third parties using Third-Party Data will provide a means to "opt out" of receiving further communication of the same nature.

**Promotions on the Platform:** If You are located in the United Kingdom, You will be permitted to offer give-away (e.g., one sticker, while supplies last, for every donation made) incentives in connection with Your Fundraiser. If You are located outside of the United Kingdom, You are not permitted to offer any contest, competition, reward, give-away, raffle, sweepstakes or similar activity (each, a "Promotion") on or through the Services.

**Sales Prohibited on the Platform:** You are not permitted to offer any good or service in exchange for a Donation on the Platform.

**Data Retention:** You acknowledge that GoFundMe has no obligation to you to retain data relating to any account or Fundraiser. You acknowledge that GoFundMe reserves the right to delete data or to terminate accounts or Fundraisers at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom. The foregoing does not apply to Fundraisers or accounts started by Charities on the Platform, in which case GoFundMe will provide reasonable notice where possible.

**Mobile Services and Text Messages:** The GoFundMe Services include certain features that may be made available via a mobile device, including the ability to (a) upload User Content to the Platform, (b) browse the Platform, and (c) access certain items through an application downloaded and installed on a mobile device (collectively,

the "Mobile Services"). To the extent you access Mobile Services, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you about matters related to your account by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. Further, when setting up your GoFundMe account, if you click "Send code" by "Text Message," you agree to receive automated text messages related to your account from or on behalf of GoFundMe at the phone number provided. You can reply STOP to such text messages to cancel. Message frequency will vary. Message and data rates may apply. We will comply with any additional requirements that may apply under local laws and regulations before communicating with you in this manner. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your GoFundMe account information to ensure that your messages are not sent to the person that acquires your old number.

## **PROHIBITED CONDUCT**

If you are a User located in Australia, references to "GoFundMe", "we", "us", "our" and other similar terms in this section (Prohibited Conduct) shall be read as references to both GoFundMe Australia PTY Ltd and GoFundMe, Inc.

You are solely responsible for compliance with all applicable law in relation to your Fundraiser or use of the Services. You are further solely responsible for all User Content that you upload, post, publish, display, transmit or otherwise use. If you are not the Beneficiary of the Fundraiser you organize, you agree to deliver funds to the ultimate beneficiary directly and as soon as possible. You agree to fully cooperate with any request we make for evidence we deem necessary to verify your compliance with these Terms of Service.

The following are examples of User Content and/or use that is illegal or prohibited by GoFundMe. This list is not exhaustive and we reserve the right to remove any Fundraiser and/or investigate any User who, in our sole discretion, violates any of the

terms or spirit of these Terms of Service. As we investigate your Fundraiser, a User, or User Content, we may consider all available material including but not limited to social media, related news, and any other information that we, in our sole discretion, deem relevant in our review. We further reserve the right, without limitation, to ban or disable your use of the Services, remove the offending User Content, suspend or terminate your account, stop payments to any such Fundraiser, freeze or place a hold on Donations, and report you to law enforcement authorities or otherwise take appropriate legal action including seeking restitution on behalf of ourselves and/or our Users.

Without limiting the foregoing, you agree and represent, warrant and covenant:

- A. not to use the Services to raise funds or establish or contribute to any Fundraiser with the implicit or explicit purpose of promoting or involving:
  - 1. the violation of any law, regulation, industry requirement, or third-party guidelines or agreements by which you are bound, including those of payment card providers and transaction processors that you utilize in connection with the Services;
  - 2. any election campaigns that are not run by a registered organization within the supported country;
  - 3. User Content or Fundraisers that are fraudulent, misleading, inaccurate, dishonest, or impossible;
  - 4. drugs, narcotics, steroids, controlled substances, pharmaceuticals or similar products or therapies that are either illegal, prohibited, or enjoined by an applicable regulatory body; legal substances that provide the same effect as an illegal drug; or other products, medical practices, or any related equipment or paraphernalia that have been found by an applicable regulatory body to cause consumer harm;
  - 5. knives, explosives, ammunition, firearms, or other weaponry or accessories;
  - 6. annuities, investments, loans, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like),

pyramid schemes, “get rich quick schemes” (i.e., investment opportunities or other services that promise high rewards), network marketing and referral marketing programs, debt collection or crypto-currencies;

7. gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to raffles, casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery), Promotions involving monetary rewards, including gift cards, or sweepstakes;
8. User Content that reflects or promotes behavior that we deem, in our sole discretion, to be an abuse of power or in support of hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, gender expression, serious disabilities or diseases;
9. the legal defense of alleged crimes associated with hate, violence, harassment, bullying, discrimination, terrorism, or intolerance of any kind relating to race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, gender expression, serious disabilities or diseases, financial crimes or crimes of deception;
10. activities with, in, or involving countries, regions, governments, persons, or entities that are subject to U.S. and other economic sanctions under applicable law, unless such activities are expressly authorized by the appropriate governmental authority;
11. the funding of a ransom, human trafficking or exploitation, vigilantism, bribes or bounty;
12. pornography or other sexual content;
13. offensive, graphic, perverse or sensitive content;
14. the collecting of payments on behalf of merchants by Payment Processors or otherwise; including but not limited to self-payments on Fundraisers or

an attempt to bypass or otherwise circumvent the designated method of payment as provided by GoFundMe;

15. credit repair or debt settlement services;
16. the receipt or grant of cash advances or lines of credit to yourself or to another person for purposes other than those purposes clearly stated in the Fundraiser;
17. publication of User Content (such as mug shots), where we deem, in our sole discretion, that the primary purpose of posting such User Content is to cause reputational harm;
18. the sale or resale of a good or service;
19. the aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds;
20. counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
21. products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
22. the unauthorized sale or resale of brand name or designer products or services;
23. the sale of goods or services that are illegally imported or exported;
24. processing, where there is no bona fide donation accepted; cash advance; card testing; evasion of card network chargeback monitoring programs;
25. the collecting or providing of funds for any purpose other than as described in a Fundraiser description;
26. any other activity that GoFundMe may deem, in its sole discretion, to be in support of individuals and/or entities associated with alleged financial crimes including but not limited to corruption, bribery, tax evasion, fraud, and activities of a similar nature; or
27. any other activity that GoFundMe may deem, in its sole discretion, to be unacceptable.



- B. not to use the Services to transmit or otherwise Upload any User Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to Upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) in the sole judgment of GoFundMe, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose GoFundMe or its Users to any harm or liability of any type;
- C. not to interfere with or disrupt servers or networks connected to or used to provide the Services or their respective features, or disobey any requirements, procedures, policies or regulations of the networks connected to or used to provide the Services;
- D. not to harvest, collect or publish personally identifiable information of others;
- E. not to raise funds for a minor without the express permission of the minor's guardian unless the funds are transferred into a trust account for the sole benefit of the minor;
- F. not to use the Services on behalf of a third party or post any personal data or other information about a third party, without the express consent of that third party;
- G. not to use another User's account or URL without permission, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, misrepresent a Charity or Fundraiser through the Services, or post User Content in any inappropriate category or areas on the Services;
- H. not to create any liability for GoFundMe or cause us to lose (in whole or in part) the services of our Internet Service Provider(s), web hosting company or any other vendors or suppliers;

- I. not to engage in any conduct that, in GoFundMe's sole judgment and discretion, restricts or inhibits any other User from using or enjoying the Services;
- J. not to gain unauthorized access to the Services, or any account, computer system, or network connected to the Services, by any unauthorized or illegal means;
- K. not to obtain or attempt to obtain any materials or information not intentionally made available through the Services;
- L. not to use the Services to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contain advertising, except that using the Services for fundraising activities in accordance with these Terms of Service is expressly permitted;
- M. not to transmit more request messages through the Services in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- N. not to undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services; or
- O. not to attempt to undertake indirectly any of the foregoing.

Additionally, with respect to all Donations you make or accept through the Services, you agree and represent, warrant and covenant:

- A. not to make or accept any Donations that you know or suspect to be erroneous, suspicious or fraudulent;
- B. not to use the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC);
- C. to maintain reasonable and standard security measures to protect any information transmitted and received through the Services, including without limitation, adhering to any security procedures and controls required by GoFundMe from time to time;
- D. to maintain a copy of all electronic and other records related to Fundraisers and Donations as necessary for GoFundMe to verify compliance with these Terms of

Service and make such records available to GoFundMe upon our request. For clarity, the foregoing does not affect or limit your obligations to maintain documentation as required by applicable laws, rules, regulations, or governmental authority; and

- E. at GoFundMe's request, to fully cooperate in the auditing of, investigation of (including without limitation, investigations by GoFundMe, a Payment Processor, or a regulatory or governmental authority), and remedial efforts to correct any alleged or uncovered violation or wrongdoing of a User to whom, or Fundraiser or Donation to which, you are connected.

GoFundMe reserves the right to refuse, condition, or suspend any Donations or other transactions that we believe in our sole discretion may violate these Terms of Service or harm the interests of our Users, business partners, the public, or GoFundMe, or that expose you, GoFundMe, or others to risks unacceptable to us. We may share any information related to your use of the Services with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal or contractual obligations. This information may include information about you, your account, your Donors, your Donations, and transactions made through or in connection with your use of the Services.

## **DONOR CONDUCT**

**Donations:** In order to contribute to a Fundraiser or to a Charity, a Donor will be required to provide GoFundMe information regarding the Donor's credit card or other payment instrument ("Payment Instrument") that is linked to the Donor's GoFundMe account (a "Billing Account"). You, as a Donor, represent and warrant to GoFundMe that such information is true, current and accurate and that you are authorized to use the applicable Payment Instrument. You agree that a certain minimum Donation amount may apply, and that all Donations are final and will not be refunded unless GoFundMe, in its sole discretion, agrees to issue a refund, for example in accordance with the GoFundMe Guarantee. GoFundMe uses third-party payment processing partners to bill you through your Payment Instrument and Billing Account for any Donations made, and

Donors acknowledge that by contributing a Donation to a Fundraiser, the Donor agrees to the processing, use, transfer or disclosure of data by the Payment Processors pursuant to these Terms of Service as well as any and all applicable terms set forth by our payment partners. Our current Payment Processors include: Adyen LLC ([Adyen's terms of service](#)), Stripe, Inc. ([Stripe's terms of service](#)), and PayPal, Inc. ([PayPal's terms of service](#)). GoFundMe's payment partner in Australia is Adyen Australia. Adyen Australia contracts with GoFundMe's Australian entity, GoFundMe Australia Pty Ltd (ACN 627 702 630), which entity is the contracting party responsible for transactions benefitting the Australian User. Australian Users, please see Adyen Australia's [Combined Financial Services Guide and Product Disclosure Statement](#).

## **ORGANIZERS, BENEFICIARIES OR CHARITIES**

**Account Holds:** From time to time, GoFundMe may, in its sole discretion, place a hold on a Fundraiser account (a "Hold"), restrict Withdrawals (defined herein as the transfer of Funds raised to Beneficiary), initiate a reverse ACH transfer, secure reserves, or take similar actions to protect its interests and those of its Users. Some of the reasons that we may take such actions include, but are not limited to, our belief or determination, in our sole and absolute discretion, that: (i) information provided by an Organizer is false, misleading, or fraudulent, or funds are being used in a prohibited manner, (ii) the funds available should be provided directly to a person other than the Organizer, such as a legal beneficiary or person entitled by law to act on behalf of an Organizer, (iii) a Fundraiser or Organizer has violated these Terms of Service, (iv) the Organizer is colluding with Donors to engage in fraudulent activity, (v) there may be suspicious or fraudulent Donation activity, or (vi) such action(s) is required to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If you have questions about a Hold we may have placed on your Fundraiser account, or need information about how to resolve the Hold, please see [this article](#).

**Withdrawing Donations from a Fundraiser:** While GoFundMe strives to make Withdrawals available to you promptly, you acknowledge and agree that: (i) Withdrawals may not be available to you for use immediately, (ii) GoFundMe does not guarantee that

Withdrawals will be available to you within any specific time frame, and (iii) GoFundMe expressly disclaims any and all responsibility for any delay in Withdrawals or your inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability. You, as an Organizer and/or Beneficiary, are responsible for ensuring that the information you provide to GoFundMe in order to process a Withdrawal, including bank account information, is accurate and up to date. GoFundMe may, at any time, for any reason, without notice, and in its sole discretion, offer or issue a refund of Donation(s) with or without consulting with you, which may comprise the entire amount donated to your Fundraiser. GoFundMe is not liable to you or to any third party for any claims, damages, costs, losses, or other consequences caused by GoFundMe issuing refunds, including, but not limited to transaction or overdraft fees.

## **PAYMENT PROCESSORS**

GoFundMe uses Payment Processors to process Donations for your Fundraiser and thereafter deliver it to you. In order to withdraw funds from a Fundraiser, an Organizer or, if not the same, Beneficiary (collectively "Withdrawing Entity") will be required to provide the Payment Processor information regarding bank account information ("Withdrawing Account"). You, as Withdrawing Entity, represent and warrant to Payment Processor and GoFundMe that such information is true and that you are authorized to use the applicable Withdrawing Account.

By setting up a Fundraiser or accepting the role of Beneficiary to a Fundraiser, the Withdrawing Entity agrees to the processing, use, transfer or disclosure of data by the Payment Processors pursuant to these Terms of Services as well as any and all applicable terms set forth by the applicable Payment Processors. Our current Payment Processors include: Adyen LLC ([Adyen's terms of service](#)), Stripe, Inc. ([Stripe's terms of service](#)), and PayPal, Inc. ([PayPal's terms of service](#)), and PayPal Giving Fund.

GoFundMe's payment partner in Australia is Adyen Australia. Adyen Australia contracts with GoFundMe's Australian entity, GoFundMe Australia Pty Ltd (ACN 627 702 630), which entity is the contracting party responsible for transactions benefitting the

Australian User, Users, please see Adyen Australia's Combined Financial Services Guide and Product Disclosure Statement.

**Payment Processors for Charities:** GoFundMe has partnered with PayPal and, in limited circumstances, Adyen or Stripe, for Donations to Charities. Although exceptions can be made, Charities in the United States, United Kingdom, Ireland, Canada and Australia will be defaulted to using PayPal to process Donations made through the Services. The manner in which transactions are processed is explained below. Charities in other countries will be defaulted to using Adyen or Stripe.

A. PayPal.

- i. PayPal is the Payment Processor for Fundraisers with a Charity identified as a Beneficiary.
- ii. In the United States, all Donations made through those Fundraisers will be accepted by PayPal Giving Fund, a grant-giving IRS-registered 501(c)(3) public charity. PayPal Giving Fund receives Donations from Users as the charity of record and then, to the extent it is able, grants Funds to the Charity selected by the Organizer and identified in the Fundraiser. While PayPal Giving Fund takes multiple steps to attempt to grant donated funds according to the Donor's identified preference, PayPal Giving Fund retains exclusive control over all Donations. If a Charity fails to meet the terms of PayPal Giving Fund's Nonprofit Certification Policy and/or fails to meet PayPal Giving Fund's due diligence standards for receipt of a donation at any time, PayPal Giving Fund may reassign the funds in accordance with its policy here. When PayPal Giving Fund receives your Donation, it will forward the Donation to the Charity of your choice, but PayPal Giving Fund will appear on your tax receipt. Donations made through PayPal Giving Fund are governed by the Privacy Policy and User Agreement of PayPal Giving Fund and PayPal.
- iii. PayPal Giving Fund has foreign counterparts, which are also registered charities in those countries. For example, if an Organizer in the United Kingdom starts a Fundraiser for a Charity in the United Kingdom, then

PayPal will act as the Payment Processor with PayPal Giving Fund UK receiving the Donations. Thereafter, PayPal Giving Fund UK will grant funds to the Charity identified in the Fundraiser, to the extent it is able, and it will issue country dependent tax documentation for all Donations received through it.

- B. Adyen or Stripe. When Adyen or Stripe processes a Donation through the Services for a Charity, the Donation will go directly from the Donor to the Charity's merchant account. Donations will appear on the Donor's credit card statement under the name of the Charity to which the Donor contributed. For more information, see [Adyen Terms and Conditions](#) or [Stripe's services agreement](#).

## **SPECIAL NOTICE FOR INTERNATIONAL USE; EXPORT CONTROLS**

Software (defined below) available in connection with the Services and the transmission of applicable data, if any, may be subject to export controls and economic sanctions laws of the United States or other jurisdictions. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of such export control and economic sanctions laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

## **APPLE-ENABLED SOFTWARE APPLICATIONS**

GoFundMe offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- GoFundMe and you acknowledge that these Terms of Service are concluded between GoFundMe and you only, and not with Apple, and that as between

GoFundMe and Apple. GoFundMe, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be GoFundMe's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- GoFundMe and you acknowledge that GoFundMe, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between GoFundMe and Apple,



GoFundMe, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties and (iii) you are not located in any other country or jurisdiction from which you would be barred from using the Services by applicable law.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to GoFundMe as follows:

GoFundMe, Inc.  
% Legal Department  
855 Jefferson Ave.  
PO Box 1329  
Redwood City, CA 94063  
Or GFMLegal@gofundme.com

GoFundMe and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof. Accordingly, the parties acknowledge and agree that GoFundMe enters into this clause ("Apple-Enabled Software Applications") for its own benefit and on its own behalf and also as an agent for the benefit and on behalf of Apple and its subsidiaries with respect to the exercise and enforcement of all rights, benefits and remedies of Apple and its subsidiaries (but not any obligation or burden) in this clause ("Apple-Enabled Software Applications") which rights, benefits and remedies shall be enforceable by GoFundMe in its own right and also as agent for and on behalf of each of Apple and its subsidiaries. GoFundMe may amend, terminate or rescind these Terms of Service without the consent of Apple or any such subsidiary.

## **INTELLECTUAL PROPERTY RIGHTS**

**Services Content, Software and Trademarks:** You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by GoFundMe, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content that you legally upload to the Services. In connection with your use of the Services you will not engage in or use any data mining, spiders, robots, scraping or similar data gathering or extraction methods. If you are blocked by GoFundMe from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of GoFundMe, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by GoFundMe.

The GoFundMe name and logos are trademarks and service marks of GoFundMe (collectively the "GoFundMe Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to GoFundMe. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of GoFundMe Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of GoFundMe Trademarks will inure to our exclusive benefit.

**Third-Party Material:** Under no circumstances will GoFundMe be liable in any way for any content or materials of any third parties (including Users) or any User Content

(including, but not limited to, for any errors or omissions in any User Content), or for any loss or damage of any kind incurred as a result of the use of any such User Content. You acknowledge that GoFundMe does not pre-screen User Content, but that GoFundMe and its designees will have the right (but not the obligation) in their sole discretion to refuse, remove, or allow any User Content that is available via the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

**User Content Transmitted Through the Services:** With respect to the User Content, you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By uploading, sharing, providing, or otherwise making available any User Content, or any portion thereof, in connection with the Services, you hereby grant and will grant GoFundMe and its affiliated companies and Users a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless GoFundMe and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of GoFundMe in a manner fully consistent with the licenses, waivers and releases set forth above. You further

acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or GoFundMe's exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

We do not guarantee that any Services Content will be made available through the Services. We reserve the right to, but do not have any obligation to (i) remove, edit or modify any Services Content or User Content, in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Services Content or User Content, or if we are concerned that you may have violated these Terms of Service), or for no reason at all, and (ii) remove or block any Services Content or User Content from the Services.

**Payment Card Industry Data Security Standard:** The Payment Card Industry Data Security Standard (PCI DSS) is a set of industry-mandated requirements for any business that handles, processes, or stores credit card information. The primary purpose of the standard is to maintain controls around cardholder data to reduce credit card fraud. Although card data is processed and stored by our Payment Processors, GoFundMe has achieved the highest level of PCI Compliance as PCI DSS Level 1 Compliance Service Provider. To learn more, see [here](#).

**Copyright or Trademark Complaints:** GoFundMe respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify GoFundMe of your infringement claim in accordance with the procedure set forth below.

GoFundMe will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA"), trademark infringement and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed infringement should be emailed

to GoFundMe's Copyright Agent at GFM [legal@gofundme.com](mailto:legal@gofundme.com) (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

GoFundMe Copyright Agent:  
GoFundMe, Inc.  
Attn: Legal  
855 Jefferson Ave.  
PO Box 1329  
Redwood City, CA 94063

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work, trademark, or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the owner, the owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the above-listed Copyright Agent:

- your physical or electronic signature;

- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, GoFundMe will send a copy of the counter-notice to the original complaining party, informing that person that GoFundMe may replace the removed content or cease disabling it in 10 business days. Unless the owner files an action seeking a court order against the content provider, member or User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA, trademark and other applicable law, GoFundMe has adopted a policy of terminating, in appropriate circumstances and at GoFundMe's sole discretion, Users who are deemed to be repeat infringers. GoFundMe may also at its sole discretion limit access to or terminate the Services and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **THIRD PARTY WEBSITES/SERVICES**

The Services or third parties may provide or facilitate links, tools, widgets or other features that allow you to access other sites, services and resources provided by third parties (collectively, "Third Party Resources"). GoFundMe has no control over such Third Party Resources or any products, services or content made available through or by such Third Party Resources, or the business practices of the third parties providing such Third Party Resources, and GoFundMe is not responsible for and does not endorse such Third Party Resources or the products, services or content made available thereby. You acknowledge that GoFundMe is not responsible or liable for the

content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Resources. You further acknowledge and agree that GoFundMe will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such Third Party Resources. Any dealings you have with third parties found while using the Services are between you and the third party and may be subject to additional terms provided by the third party, which you agree to by using such Third Party Resources. As an example of this, if you use the Platform through your mobile device, and you upload a video to a Fundraiser, that video will be uploaded using YouTube, and subject to the [YouTube Terms of Service](#). And you agree that GoFundMe is not liable for any loss or claim that you may have against any such third party.

## **INDEMNITY AND RELEASE**

You agree to release, indemnify on demand and hold GoFundMe and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any Donation or Fundraiser, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. You agree that GoFundMe has the right to conduct its own defense of any claims at its own discretion, and that you will indemnify GoFundMe for the costs of its defense (including, but not limited to attorney's fees). If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction—in or outside of the United States—you waive any comparable statute or doctrine.

## **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOFUNDME AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

GOFUNDME AND ITS AFFILIATES MAKE NO WARRANTY OR CONDITION THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

#### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GOFUNDME NOR ITS AFFILIATES WILL BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES (EVEN IF GOFUNDME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) ANY PROMOTIONS AND RELATED PRIZES OR REWARDS MADE



AVAILABLE THROUGH THE SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GOFUNDME'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES (INCLUDING CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE) OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID GOFUNDME IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

## **DISPUTES**

ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

**Arbitration; Class Action Waiver:** YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT

MAY NOT BE AVAILABLE IN ARBITRATION. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING OUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Notwithstanding the foregoing, nothing in these Terms of Service will be deemed to waive, preclude, or otherwise limit the right of either of us to (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) file suit in a court of law to address an intellectual property infringement claim.

**The Process:** Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Service. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org).

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Our current address for Notice is: GoFundMe, Inc., % Legal Department, 855 Jefferson Avenue, PO Box 1329, Redwood City, CA 94063. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). We agree to work with you and make a good faith effort to resolve the claim directly, but if we aren’t successful within 60 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by either of us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount which exceeds the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.00.

**Fees:** If you commence arbitration in accordance with these Terms of Service, we will reimburse you for your payment of the filing fee unless your claim is for more than \$10,000 in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at an agreed upon location in San Francisco, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county of your billing address. If the arbitration finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

**No Class Actions:** YOU AND WE AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

**Modifications to this Arbitration Provision:** If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with us will be immediately

terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

**Enforceability:** If this Disputes section is found to be unenforceable, then the entirety of this Disputes section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in the General section below will govern any action arising out of or related to these Terms of Service.

**Confidentiality:** We each agree to keep the arbitration proceedings, all information exchanged between us, and any settlement offers confidential, unless otherwise required by law or requested by law enforcement or any court or governmental body. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

## **TERMINATION**

You agree that GoFundMe, in its sole discretion, may suspend or terminate your account (or any part thereof) or your access to the Services and remove and discard any User Content or data at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

## **USER DISPUTES**

You agree that you are solely responsible for your interactions with any other User in connection with the Services and GoFundMe will have no liability or responsibility with respect thereto. GoFundMe reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User of the Services.

## **GENERAL**

These Terms of Service constitute the entire agreement between you and GoFundMe and govern your use of the Services, superseding any prior agreements between you and GoFundMe with respect to the Services. You also may be subject to additional terms of service that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of

the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and GoFundMe agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Mateo County, California. The failure of GoFundMe to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of GoFundMe, but GoFundMe may assign or transfer these Terms of Service, in whole or in part, without restriction. If we fail to enforce any of our rights, that does not result in a waiver of that right. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platform. GoFundMe may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, reorganization or sale of equity or assets, or by operation of law or otherwise. Nothing in these Terms shall prevent GoFundMe from complying with the law. GoFundMe shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war or threats of war, terrorism or threats of terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, governmental regulation or advisory, recognized health threats, as determined by the

World Health Organization, the Centers for Disease Control, or local government authority or health agencies, strikes or shortages or curtailment of transportation facilities, fuel, energy, labor or materials.

## **PRIVACY POLICY**

At GoFundMe, we respect the privacy of our Users. For details please see our [Privacy Policy](#). By using the Services, you consent to our collection and use of personal data as outlined therein. If you are in Europe, by using the Services, you acknowledge GoFundMe's collection and use of personal information as described in the [Privacy Policy](#).

## **QUESTIONS? CONCERNS? SUGGESTIONS?**

Please visit the [Help Center](#) to learn more about GoFundMe's platform or contact us to report violations or pose any question.